



Sankey Vending Pty Ltd T/A BriVend  
 ABN 74 010 075 644  
 Po Box 3220  
 Clontarf QLD 4019  
 Ph (07) 3889 4334  
 Fax (07) 3889 4454

# Purchase Order Form

**Nature of Organisation:**

Sole trader  Partnership  Proprietary Company  Individual  Other  \_\_\_\_\_

**Name:** \_\_\_\_\_

**Legal Name and ABN:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_ **P/Code** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **P/Code** \_\_\_\_\_

**E-mail Address :** \_\_\_\_\_

**Telephone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_ **Mobile:** ( ) \_\_\_\_\_

**Approximate Delivery Date:** \_\_\_\_\_ **Payment Terms:** \_\_\_\_\_

**Details Of Goods To Be Supplied:**

<u>Model</u>	<u>Quantity</u>	<u>Price</u>
		\$
		\$
		\$
	<b>Freight Cost</b>	\$
<b>Coin Mechanism To Be Supplied</b>	<u>Y N</u> Type	\$
<b>Bill Valuator</b>	<u>Y N</u> Type	\$
		\$
	<b>TOTAL</b>	\$

**Delivery site --- Will the machine be able to be delivered ?**

**Have you measured the doorways/ access? Are there stairs to the machine location?**

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE of Sankey Vending Pty Ltd T/A BriVend which form part of, and are intended to be read in conjunction with this Purchase Order Form and agree to abide by these conditions.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_ Sales Person : \_\_\_\_\_

- 1. Definitions**
- 1.1 "Supplier" shall mean Sankey Vending Pty Ltd T/A BrVend and its successors and assigns.
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Supplier to the Client (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 "Services" shall mean all services supplied by the Supplier to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.6 "Price" shall mean the cost of the Goods as agreed between the Supplier and the Client subject to clause 4 of this contract.
- 2. Acceptance**
- 2.1 Any instructions received by the Supplier from the Client for the supply of Goods and/or the Client's acceptance Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Supplier.
- 2.4 None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Supplier in writing nor is the Supplier bound by any such unauthorised statements.
- 2.5 The Client undertakes to give the Supplier not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).
- 3. Goods**
- 3.1 The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Supplier to the Client.
- 4. Price And Payment**
- 4.1 The Price shall be as indicated on invoices provided by the Supplier to the Client in respect of Goods supplied.
- 4.2 At the Supplier's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.
- 4.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
- 4.4 At the Supplier's sole discretion, payment for approved Client's shall be due twenty-one (21) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- 4.5 At the Supplier's sole discretion, for certain approved Clients payment will be due thirty (30) days following the date of the invoice.
- 4.6 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Client and the Supplier.
- 4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Supplier.
- 5. Delivery Of Goods / Services**
- 5.1 Delivery of the Goods shall be made to the Client's address. The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Client at the Supplier's address.
- 5.2 Delivery of the Goods to a carrier, either named by the Client or failing such naming to a carrier at the discretion of the Supplier for the purpose of transmission to the Client, is deemed to be a delivery of the Goods to the Client.
- 5.3 The costs of carriage and any insurance which the Client reasonably directs the Supplier to incur shall be reimbursed by the Client (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Client's agent.
- 5.4 The Supplier may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- 5.5 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 5.6 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
- 5.7 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all.
- 6. Risk**
- 6.1 If the Supplier retains property in the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Client, the Supplier is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 7. Client's Disclaimer**
- 7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Supplier and the Client acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Supplier shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.
- 8. Defect/Returns**
- 8.1 The Client shall inspect the Goods on delivery and shall within thirty (30) days of delivery notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 8.2 For defective Goods, which the Supplier has agreed in writing that the Client is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods provided that:
- (a) the Client has complied with the provisions of clause 8.1;
- (b) the Goods are returned at the Client's cost within thirty (30) days of the delivery date;
- (c) the Supplier will not be liable for Goods which have not been stored or used in a proper manner;
- (d) the Goods are returned in the condition in which they were delivered.
- 9. Warranty**
- 9.1 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturer's warranty.
- 9.2 In the case of second hand Goods, the Client acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
- 10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**
- 10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 11. Intellectual Property**
- 11.1 Where the Supplier has designed or drawn Goods for the Client, then the copyright in those designs and drawings shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion.
- 12. Default & Consequences Of Default**
- 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 12.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Supplier from and against all the Supplier's costs and disbursements including on a solicitor and own client basis and in addition all of the Supplier's nominees costs of collection.
- 12.3 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier exercised its rights under this clause.
- 12.4 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
- 12.5 In the event that:
- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; then without prejudice to the Supplier's other remedies at law
- (i) the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to the Supplier shall, whether or not due for payment, immediately become payable.
- 13. Title**
- 13.1 It is the intention of the Supplier and agreed by the Client that property in the Goods shall not pass until:
- (a) The Client has paid all amounts owing for the particular Goods, and
- (b) The Client has met all other obligations due by the Client to the Supplier in respect of all contracts between the Supplier and the Client, and that the Goods shall be kept separate until the Supplier shall have received payment and all other obligations of the Client are met.
- 14. Security And Charge**
- 14.1 Notwithstanding anything to the contrary contained herein or any other rights which the Supplier may have however:
- (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Supplier and/or the Supplier's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of the Supplier and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to the Supplier and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Supplier's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
- 15. Cancellation**
- The Supplier may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
- 16. Privacy Act 1988**
- 16.1 The Client and/or the Guarantor/s agree for the Supplier to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Supplier.
- 16.2 The Client and/or the Guarantor/s agree that the Supplier may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Client;
- (b) To notify other credit providers of a default by the Client;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
- (d) To assess the credit worthiness of Client and/or Guarantor/s.
- 16.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 16.4 The Client agrees that Personal Data provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Client and Supplier or required by law from time to time:
- (a) provision of Services & Goods;
- (b) marketing of Services and or Goods by the Supplier, its agents or distributors in relation to the Services and Goods;
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services/Goods;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services and Goods.
- 16.5 The Supplier may give, information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 17. Unpaid Supplier's Rights To Dispose Of Goods**
- 17.1 In the event that:
- (a) the Supplier retains possession or control of the Goods; and
- (b) payment of the Price is due to the Supplier; and
- (c) the Supplier has made demand in writing of the Client for payment of the Price in terms of this contract; and
- (d) the Supplier has not received the Price of the Goods,
- then, whether the property in the Goods has passed to the Client or has remained with the Supplier, the Supplier may dispose of the Goods and may claim from the Client the loss to the Supplier on such disposal.
- 18. Lien & Stoppage In Transit**
- 18.1 Where the Supplier has not received or been tendered the whole of the price, or the payment has been dishonoured, the Supplier shall have:
- (a) a lien on the goods;
- (b) the right to retain them for the price while the Supplier is in possession of them;
- (c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and
- (d) a right of resale,
- (e) the foregoing right of disposal,
- provided that the lien of the Supplier shall continue despite the commencement of proceedings or judgement for the price having been obtained.
- 19. Hire Terms**
- 19.1 For the purpose of section 19 'Hirer' shall also mean any person or persons lending or hiring Goods from the Supplier.
- 19.2 The Hirer shall:
- (a) notify the Supplier immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Hirer is not absolved from the requirements to safeguard the Goods by giving such notification.
- (b) satisfy itself at Commencement that the Goods is suitable for its purposes;
- (c) operate the Goods safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by the Supplier or posted on the Goods;
- (d) ensure that all persons operating or erecting the Goods are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed;
- (e) comply with all occupational health and safety laws relating to the Goods and its operation;
- (f) on termination of the hire, the Hirer shall deliver the Goods complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to the Supplier. The Hirer is not authorised to pledge the Supplier's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs;
- (g) keep the Goods in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Goods and the Hirer accepts full responsibility for the safekeeping of the Goods and indemnifies the Supplier for all loss left or damage to the Goods however caused and without limiting the generality of the foregoing whether or not such loss theft or damage is attributable to any negligence failure or omission of the Hirer;
- (h) accept full responsibility for and indemnify the Supplier against all claims in respect of any injury to persons or damage to property arising out of the use of the Goods during the hire period however arising, whether from the negligence of the Hirer or any other persons including but without limitation where the Goods is being operated for any reason by the Supplier their servants or agents;
- (i) not alter or make any additions to the Goods including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Goods or in any other manner interfere with the Goods;
- (j) employ the Goods solely in its own work and shall not permit the Goods of any part thereof to be used by any other party for any other work;
- (k) accept full responsibility associated with any costs or liability due to the Goods obstructing any person/s. The Hirer shall also accept full responsibility associated with any costs or liability due to the Goods being in a location that it shouldn't or if the Goods or Supplier incurs any fines, towage costs or seizure costs or impoundment costs while the Goods is in the custody of the Hirer;
- 19.2 The Hirer shall be responsible for free access by the Supplier to the site that the Goods are located. If there are any delays due to free access not being available then the Hirer shall be responsible and shall reimburse the Hirer for all lost hire fees associated with the Goods being unavailable. The Hirer shall also be responsible for all other expenses and costs incurred by the Supplier due to delays in access to the Goods.
- 19.3 The Owner retains property in the Goods nonetheless all risk for the Goods passes to the Hirer on delivery.
- 19.4 The Hirer acknowledges that they are liable for any loss or damage to the Goods from the time of delivery until it is returned to the Owner.
- 19.5 The Hirer will insure, or self insure, the Owner's interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Hirer will not use the Goods nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 20. General**
- 20.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 All Goods supplied by the Supplier are subject to the laws of Queensland and the Supplier takes no responsibility for changes in the law which affect the Goods supplied.
- 20.3 The Supplier shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions.
- 20.4 In the event of any breach of this contract by the Supplier the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the Price of the Services.
- 20.5 The Supplier reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Supplier notifies the Client of such change.